

KASL-Seabreeze, LLC.
TENANCY AGREEMENT MAIN BODY

Definitions. The words “Lessor” and “Lessee” as used herein shall include their respective heirs, executors, administrators, successors, representatives and assigns, agents and servants; and the words “he,” “his,” “him,” “she,” and “her” where applicable shall apply to the Lessor or Lessee regardless of sex, number, corporate entity, trust or other body. If more than one party signs as Lessee hereunder, the covenants, conditions and agreements herein of the Lessee shall be the joint and several obligations of each such party. Generally, the words in CAPTIAL in the text are key words that refer to corresponding terms and values defined in the agreement summary sheet.

- 1) **Rent.** The Lessee agrees to pay, without demand, to the Lessor as rent for the demised premises the sum of RENT Dollars per month in advance on the DUE DATE day of each calendar month beginning REGULAR PAYMENT START DATE, at RENT PAYMENT ADDRESS, or at such other place as Lessor may designate.
- 2) **Security Deposit.** Whether or not the Lessor collects a security deposit from the Lessee, the Lessee is still responsible for the faithful performance of his obligations under the provisions of this agreement and will be charged appropriate amounts for his failure to fulfill his obligations under the agreement.
- 3) **Utilities.** Except for the UTILITIES PAID BY LESSOR shall be provided by Lessor. Lessee shall be responsible for arranging for and paying for all utility services required on the premises. Lessee agrees to use the utilities paid for by the Lessor in judicious fashion and not waste those.
 - a) If the water is paid for by the Lessor, the Lessee agrees to shut off valves and faucets when not in use and report any leaks promptly.
 - b) If the electricity is paid for by the Lessor, the Lessee agree to turn off the appliances, TVs, fans, computers, lights and other electrical devices when not in use. Lessee agrees to use fluorescent bulbs as much as possible.
 - c) If the heat is paid for the Lessor, the Lessee agrees to keep the thermostat set at 70 degrees Fahrenheit or below, unless a higher setting is approved by the Lessor in writing. Lessee also agrees to keep the windows closed when the heat is on; windows may be opened during the heating season to get rid of pollutants such as smoke accidentally generated during cooking.
- 4) **Number of occupants.** Lessee agrees that the demised premises shall be occupied by no more than TOTAL persons, consisting of #ADULTS adults and #CHILDREN children under the age of 18 years, without the written consent of Lessor.
- 5) **Animals.** Other than ALLOWED PETS, Lessee shall keep no domestic or other animals on or about the leased premises without written consent of the Lessor. No new pets can be added, even temporarily, without written permission of the Lessor; Lessor may require additional rent (pet fee) and deposits for additional pets. Further, all pets are subject to the provisions in the Master Deed, By Laws and Rules & Regulations

of the condominium. Unless explicitly stated otherwise, additional monthly fee for the pets, if any, is included in the rent. Additional deposit, if any, is included in the Security Deposit.

- 6) **Vehicles.** All vehicles must have current registration and license plate or will be removed at Lessee's expense within several days after written notification.
- 7) **Quiet Enjoyment.** Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.
- 8) **Use of Premises.** The demised premises shall be used and occupied by Lessee exclusively as a private single family resident, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Lessee for the purposes of carrying on any business, profession, or trade of any kind, or for any purpose other than as private single family residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate government and authorities affecting the cleanliness, occupant, and preservation of the demised premises, and the sidewalks connected thereto during the term of this lease.
- 9) **Conditions of Premises.** Lessee stipulates that he has examined the demised premises, including the grounds, all buildings and improvements, and that they are, at the time of this lease, in good order, repair, and a safe, clean and tenantable condition. Lessee has completed a "Unit Condition" report.
- 10) **Assignment of Subletting.** Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession of license to use the premises or any part thereof. A consent by Lessor to one assignment, subletting, concession, or license shall not be deemed to be a constant and subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of lease, shall be void and shall, at Lessor's option, terminate this lease.
- 11) **Alterations and Improvements.** Lessee shall make no alterations to the buildings or the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration or sooner termination of this lease.
- 12) **Damage to Premises.** If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of his employee, family agent, or visitor, and the Lessor determines that the premises can rebuilt and repaired in reasonable time frame and wishes to continue the tenancy,

there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenable. If the leased premises should be damaged other than by Lessee's negligence or willful act or that of his employee, family, agent or visitor, to the extent that Lessor shall decide not to rebuild or repair, the term of their lease shall end and rent shall be prorated up to the time of the damage. If the leased premises are damaged by Lessee's negligence or willful act or that of his employee, family, agent or visitor, the Lessee will be responsible for the costs associated with the rebuild and/or repair and the Lessor can terminate the tenancy at his option.

- 13) **Dangerous Material.** Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
- 14) **Right of Inspection.** Lessor and his agents shall have the right at all reasonable times, including surprise inspection without notice when the situation warrants, during the term of this lease and renewal thereof to enter the demised premises for the purpose of inspecting the premises and all buildings and improvements thereon.
- 15) **Display of Signs or Painting.** During the last 60 days of this lease, Lessor or its agent shall have the privilege of displaying the usual "For Sale" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenant. Lessor agrees to provide reasonable notice; Lessee agrees to cooperate with the showings. Lessee agrees that no signs shall be placed or painting done on or about the leased premise, without the proper written consent of Lessor.
- 16) **Quiet enjoyment by others:** Lessee recognizes that other people are living in this community and agrees to do nothing to disturb the peaceful enjoyment of the premises by others. The Lessor reserves the right to evict the Lessee after one warning.
- 17) **Subordination of Lease.** This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable, on any such liens or encumbrances, and any and all renewals to extensions of such liens or encumbrances.
- 18) **Surrender of Premises.** At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excluded.
- 19) **Default.** If any default is made in the payment of rent, or any part thereof, at the time herein before specified, or if any default is made in the performance or compliance with any other term or condition hereof, the lease, at the option of Lessor, shall

terminate and be forfeited, and Lessor may re-enter the premises and remove all person there from. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within 7 days of receipt of such notice, Lessee has corrected the default or breach or has taken action reasonably likely to affect such corrections within a reasonable time.

20) **Communication:** The Lessor will consider lack of communication by the Lessee along with non-payment of rent on time as Lessee's abandonment of the property. Lack of communication includes but is not limited to:

- a) lack of response to the e-mails, phone calls, written notes left at the premises, written mails sent by regular or certified mail, and
- b) non-acceptance of the certified mail or other such means of communication.

If the Lessee is going to be away for extended period and as a result not able to receive messages and/or communicate, the Lessee needs to inform the Lessor in writing before such an event.

If the Lessee changes his phone number (mobile, landline or otherwise) or his e-mail address or any of his contact addresses, the Lessee will notify the Lessor promptly. Willful non-communication of changes in the contact information will be considered material breach of the Agreement.

21) **Abandonment.** If at any time during the term of this lease, Lessee abandons the demised premises or any part thereof, Lessor may, at his option, enter the demised premises by any means without being liable for any prosecution thereof, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at his discretion, as agent for Lessee, relet the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, the net rent for such period realized by Lessor by means of such reletting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

22) **Additional Charges.**

- a) Lessee shall pay an additional charge of \$25.00 for each returned check unpaid, as a handling charge. In the event that more than one check is returned, Lessee agrees to pay in future rents and charges in the form of a cashier's check, certified check, or money order.
- b) Lessee shall be in default under this agreement if the rent is not paid by the rent due date. If the rent is not paid until 30 days after the default, the Lessee shall pay \$5.00 per day as late charge for each day the rent shall remain unpaid for each

- breach of this condition. In the event that the collection of rent must be made by the Lessor at the Lessee's residence 30 days after the default, then Lessee shall pay a twenty five dollar (\$25.00) collection fee for each such attempted collection.
- c) Any charges for rent, cleaning, repairs, or any other damages sustained by the Lessor under the terms of this Agreement, that are not covered by the "Security Deposit" and "Cleaning Fee" and that are not paid within 14 days after vacating the premises, shall earn interest thereafter at the rate of 18 percent per annum.
 - d) The replacement charge for lost or unreturned door keys or mailbox keys shall be \$10.00. Locks may not be changed by Lessee without prior written approval of Lessor and the new key given to the Lessor within seven days of the change.
 - e) The Lessee agrees to not make copies of the keys without prior written authorization from the Lessor. Further, if the Lessee gives the keys to anyone not identified on the Lease, the Lessee agrees obtain those back from such person(s).
 - f) Lessee agrees to pay Lessor the sum of one hundred dollars as liquidated damages for each occurrence of the violation of any of the rules and regulations. Lessor shall retain the right to seek compensation from Lessee for actual damages caused or suffered as a result of a breach of these rules and regulations.

23) **Maintenance and Repair.** Lessee will, at his sole expenses, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee shall keep the fixtures in the house or on or about the leased premises in good order and repair, keep the furnace clean, keep the electric bills in order; keep the walks free from dirt and debris; and, at his sole expense, shall make all required repairs to the plumbing, range, heating, apparatus and electric and gas fixtures whenever damage thereto shall be resulted from Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor. Major maintenance and repair of the leased premises, not due to Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor, shall be the responsibility of Lessor or his assigns. Such maintenance and repair will be done during normal business hours (typically between 8AM and 5PM on business days), and whenever reasonably possible, the Lessee agrees to be at the premises to meet with the repair person. Maintenance and repairs will be performed outside such hours only under truly emergency situations. Further, the Lessee understands that the leased premises are part of a condominium complex. The responsibility for maintaining and repairing condominium common areas is with the Condominium Trust. If there are issues pertaining to the common areas, the Lessee will notify the Lessor about those. The Lessor will pursue those with the Condominium Trust and/or the Condominium Management appropriately but cannot be held responsible for delays or lack of action from the Condominium Trust and/or the Condominium Management.

24) **Plumbing.** The water closets, disposals and waste pipes shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish, rags, or any other improper articles be thrown into the same; and any damage to the building caused by the misuse of such equipment shall be borne by the Lessee

by whom or upon whose premises it shall have been caused, unless caused by the negligence of the Lessor, or by the negligence of an independent contractor employed by the Lessor.

- 25) **Cleanliness.** The Lessee shall maintain the leased premises in a clean condition. The Lessee shall not sweep, throw or dispose of, nor permit to be swept, thrown or disposed of, from said premises or from any doors, windows, balconies, porches or other parts of said building, any dirt, waste, rubbish or other substance or article into any other parts of said building or the land adjacent thereon, except in proper receptacles and except in accordance with the rules of the Lessor.
- 26) **Fire Extinguisher.** The Lessee shall provide a fire extinguisher and maintain it in good working condition.
- 27) **General.** Neither the Lessee nor his/her family, friends, relatives, invites, visitors, agents, or servants shall make or suffer any unlawful, noisy, or otherwise offensive use of the leased premises, nor commit or permit any nuisance to exist thereon, nor cause damage to the leased premises, nor create any substantial interference with the rights, comfort, safety, or enjoyment of the Lessor or other occupants of the same or any other apartment, nor make any use whatsoever thereof than as and for a private residence. No articles shall be hung or shaken from the windows, doors, porches, balconies, or placed upon the exterior windowsill.

No washing machine and the clothes dryer will be installed inside the unit.

No air-conditioning unit, space heater, television disc, or other like equipment shall be installed without the prior written consent of the Lessor. Additional fee may be required for such installation and usage.

No waterbeds shall be permitted in the leased premises.

The Lessee will keep the windows and doors closed when the heat is on.

The blinds and other window treatments need to have white or off-white backing.

Except for the designated BASEMENT STORAGE AREA, if any, the Lessee will not use any common areas in the basement, attic or stairwells for storage.

Violation by Lessee of any of the above shall be deemed sufficient cause for termination of this agreement. Lessee's representations made in the rental application shall be considered inducements to Lessor to execute this agreement. Misrepresentations in the application shall be considered as cause to terminate this agreement. Waiver by the Lessor of any breach of any term or condition of this agreement shall not constitute a waiver of any subsequent breach.

All monies received by Lessor shall be applied first to non-rent obligation of the Lessee, including late charges, charges for returned checks, and pet penalties, if any, then to rent, regardless of notations on check.

- 28) **Liability.** Lessee shall be liable for the care, custody, and control of premises. Lessor shall not be liable for any loss of property by fire, theft, burglary, or otherwise from said premises or building, nor for any accidental damage to person or property in or about the same premises or building resulting from electrical wiring, water, rain, or snow, which may come into issue or flow from any part of said premises or building or from the pipes, plumbing, sprinklers, or any electrical connections thereof or by any other cause whatever and the Lessee shall make no claim for any such loss or damage. **It is understood that all tenants should carry a Tenant Homeowners Policy, including contents, fire, extended coverage insurance and liability insurance, and do so at his own expense.**
- 29) **Other Regulations.** The Lessee agrees to conform to such lawful rules and regulations which are reasonably related to the proposed and provisions of this lease, as shall from time to time be established by the Lessor in the future for the safety, care, cleanliness, or orderly conduct of the leased premises and the building of which they are a part, and for the benefit, safety, comfort, and convenience of all the occupants of said building.
- 30) **Radon Gas Disclosure.** As required by law (Landlord) (Seller) makes the following disclosures: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in NONE KNOWN buildings in the community. Additional information regarding radon and radon testing may be obtained from the county public health unit.
- 31) **Lead Paint Disclosure.** See the Massachusetts Tenant Lead Law Notification and Certification Form attachment.
- 32) **Possession.** If there is a delay in delivery of possession by Lessor, rent shall be abated on a daily basis until possession is granted. If possession is not granted within seven (7) day after the beginning day of initial term, then the lessee may void this agreement and have full refund of any deposit. Neither Lessor nor his agents shall be liable for damages for delay in possession.
- 33) **Non-delivery of Occupancy.** Lessor shall not be liable for any monetary loss or inconvenience and Lessee agrees to hold the Lessor harmless if occupancy cannot be delivered to Lessee.
- 34) **Holdover by Lessee.** Should Lessee remain in possession of the demised premises by the consent of Lessor after the natural expiration of this Lease, a new month-to-

month tenancy shall be created between Lessor and Lessee which shall be subject to all the terms and conditions hereof except unless otherwise agreed in writing,

- a) The rent will be increased by 5% per year, and
- b) The tenancy shall be terminated 30 days written notice served with Lessor or Lessee on the other party.

Lessee agrees that his/her occupancy of said premises beyond the term of this lease shall not be deemed as a renewal of this lease for the whole term by that acceptance by the Lessor of rent accruing after the expiration of this lease shall be considered as a renewal of this lease for one month only and for successive periods of one month only. Upon termination of this agreement, Lessee shall remove all of Lessee's property and deliver possession of premises in a clean condition and good order and repair.

- 35) **Failure Of Lessor To Act.** Failure of Lessor or his agents to insist upon strict compliance with the terms of this agreement shall not constitute a waiver of Lessor's or his agent's rights to act on any violation.
- 36) **Authority.** If this agreement is not signed by all Lessees named herein, the one signing warrants that he or she has the authority to sign for the right of other(s).
- 37) **Separability Clause.** If any provision of this lease or portion of such provision or the application thereof to any person or circumstance is held invalid, the remainder of the Lease (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby. It is understood and agreed the terms of Lessor and Lessee shall include the executors, administrators, successors, heirs, and assigns of the parties hereto, and the term Lessor shall include managers, janitor, maintenance and repair persons, and other agents for Lessor.
- 38) **Attorney's Fees and Court Costs.** In the event that it is necessary to go to the court or retain an attorney to enforce the terms of this agreement, the Lessor would be entitled to attorney's fees in subject and pursuant to Mass. Gen. Laws Chap 186 section 20.
- 39) **Notice.** Notice shall be deemed adequate and properly given if mailed by registered or certified mail, postage prepaid, return receipt requested, to the other party, (a) in the case of the Lessor, to NOTICE ADDRESS or any other address of which Lessee has received notice; and (b) in the case of the Lessee, the Leased Premises, or if said notice is delivered or left by someone on his or her behalf received such notice or (c), deemed adequate by law, at that time.
- 40) **Binding Effect.** The covenants and conditions herein contained shall apply to and bind the heirs, legal representative, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.